

**Solicitation Number: RFP #092623****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Henry Schein, Inc., 135 Duryea Road, Melville, NY 11747 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Dental Equipment, Supplies, and Related Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to the entities that access Sourcewell's cooperative purchasing contracts, a list of which can be found at the following website: <https://www.sourcewell-mn.gov/lookup> (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires November 6, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 will survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal, including the attachments contained therewith, (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new model unless otherwise agreed by the parties. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier will pass through to Participating Entity, at the time of sale, any transferable product warranties, indemnities and remedies provided to Supplier by the applicable manufacturer, including those terms and conditions outlined in Exhibit A as attached. EXCEPT AS OTHERWISE PROVIDED HEREIN, TO THE EXTENT PERMITTED BY LAW, SUPPLIER PROVIDES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND PARTICIPATING ENTITY AND SOURCEWELL, AS APPLICABLE, SHALL LOOK TO THE MANUFACTURER OF THE PRODUCT FOR ANY WARRANTY THEREON.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Intentionally omitted.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced in accordance with the catalog discounts stated in Table 11: Pricing and Delivery, Line Items 57 and 58 of Supplier's Proposal, unless subsequently changed in accordance with Section 4 below. Discounts are calculated from the Schein system dental catalog price at the time that an order is entered into a Schein system.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location. Notwithstanding the foregoing, emergency orders, rush orders, orders for products not regularly stocked by Supplier's local servicing distribution center, products dropped shipped from Supplier's contracted supplier, and orders not regularly scheduled are subject to an added shipping and

handling charge determined by Supplier. Supplier will disclose all such fees to Participating Entity on each invoice.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. Participating Entities will have the right to inspect the Equipment and Products within a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible.

B. All returns are subject to Supplier's Return Policy, in accordance with Table 9: Warranty, Line item 51, of Supplier's response.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

C. SALES TAX. The purchase prices for the products are exclusive of all local, state and federal taxes, including sales, use and similar taxes. The Participating Entity shall be responsible for the payment of any and all applicable taxes. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

D. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

The dental equipment and dental products offered by Supplier under this Agreement means those dental equipment and products that: a. are in the categories included in the Proposal, b. listed on the Henry Schein Dental Catalog(s) and c. sold to Participating Entities hereunder (such

dental equipment, "Equipment" and such dental products, "Products"). The services offered are those listed in the Proposal and the attachments thereto, as outlined in Exhibit A, the HSI Service Agreement Terms (such services the "Services"). Supplier may request changes to the categories and category discounts for such Equipment, Product, or Service at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract; provided, however, that it is understood and agreed that Supplier's service area is limited to the United States and this Contract is only available to Participating Entities in the United States. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract and be included as a Participating Entity, as evidenced at <https://www.sourcewell-mn.gov/lookup>; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number; such orders are subject to review and acceptance by Supplier. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. In consideration of the mutual covenants and conditions herein contained, purchases under this Agreement will be in accordance with HSI Standard Terms of Sale, as amended by HSI from time to time ("HSI's Standard Terms") and is available for review at <https://www.henryschein.com/us-en/dental/LegalTerms.aspx>. Additionally, Services will be performed in accordance with the attached Service Agreement (Exhibit A), unless otherwise negotiated through a Participating Addendum. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined and mutually agreed by the Participating Entity making the purchase and Supplier.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);

- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay a 1% administrative fee to Sourcewell on Net Sales (as defined below) to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. "Net Sales" means gross sales of Products and Equipment less returns, allowances, credits, sales or use taxes and freight and handling charges.

The Supplier will submit payment to Sourcewell the percentage of administrative fee outlined above for the Net Sales of all Products and Equipment. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation; provided, however, that Sourcewell will provide notice of such delinquency and Supplier will have 60 days to cure such prior to termination. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

The payment of the administrative fee is intended to be in compliance with the Medicare and Medicaid Patient Protection Act of 1987 (Anti-Kickback Statute) and 42 U.S.C. §1320a-7b(b)(3)(A) and the "Safe Harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h) and (j). Supplier agrees to cooperate with Sourcewell to obtain the information needed to file any required reports.

Participating Entities accessing this Agreement acknowledge that Supplier is offering a discount to price; and is paying an administrative fee to Sourcwell, which is set at 3 percent or less of the purchase price. Purchases made under this Agreement may create obligations for Participating Entities that participate in federal health care programs.

Supplier will not pay an Administrative Fee on the same purchase to more than one cooperative purchasing organization, nor will Supplier split an administrative fee on any item between such groups.

Supplier will not pay an administrative fee on purchases of Products ordered prior to the date an entity becomes a Participating Entity, as defined in this Agreement.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcwell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract to the extent required by the laws governing Participating Entities.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY, HOLD HARMLESS AND LIMITATION OF LIABILITY

- A. Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any third-party claim related to the gross negligence or willful misconduct of the Supplier in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- B. EXCEPT IN CONNECTION WITH A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOSS OF GOODWILL, ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT (OR ANY DUTY OF COMMON LAW, AND WHETHER OR NOT OCCASIONED BY THE NEGLIGENCE OF A PARTY OR ITS AFFILIATES), REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT NOTHING IN THIS SECTION IS INTENDED TO, OR DOES, LIMIT OBLIGATIONS OF EITHER PARTY SET FORTH HEREIN.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use the trademarks provided to Sourcewell by Supplier in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, the license will be terminated and each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Except as may be required by applicable law or regulation, any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising or marketing, with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed without materially affecting the performance obligations or contemplated commercial arrangement, it will not be affected by such determination or finding and must be fully performed. In the event that the severed clause materially affects the performance obligations or contemplated commercial arrangement, the parties will negotiate in good faith to replace said term.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability & Products Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on either a claims-made or an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** Supplier must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold in performance of its obligations under this Agreement.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Supplier certifies and warrants that it has not been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds, and then only to the extent required by the applicable law or regulation in consideration of the scope and dollar value of the relevant agreement with the Participating Entity:

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with all applicable requirements of, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. Reserved.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that, to the extent applicable and required by law, 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. To the extent applicable and required by law, The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. Reserved.

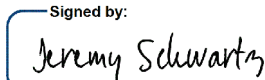
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Henry Schein, Inc.

Signed by:


C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

8/26/2024 | 9:10 AM CDT

Date: _____

DocuSigned by:


3B4F87143BC043F...

By: _____

Andy Goldy

Title: VP One Government

8/26/2024 | 5:42 AM PDT

Date: _____

Exhibit A HSI Service Agreement Terms

This Service Agreement (“Service Agreement”) supersedes any and all service agreements currently between the parties and is valid only for use by a Participating Member of the Sourcewell Agreement (092623-HENRY) (Agreement) and runs concurrently therewith. Rates are subject to change without notice. Should Participating Member affiliate with offices that are not buying under the Sourcewell Agreement, then standard Henry Schein service rates for that region will apply to those offices.

To Schedule a Regular Service Call:

Please call the Henry Schein Service Hub/NDSO at **1-800-231-9676**. Henry Schein’s service hours are Monday through Friday, from 8:00am to 5:00pm local time and will be billed at the following rates, excluding holidays. Any work requested after hours are subject to availability and may incur additional charges.

• Fee Rates: Reserved – TO BE INCLUDED BASED ON THE AGREEMENT PROPOSAL

- Installation of equipment purchased through Henry Schein greater than \$5,000 will include labor. Extra fittings and or parts will be charged accordingly, including shipping and handling as needed.
- Reinstallation of equipment from one office to another will incur labor charges. All moving or relocation of equipment is the responsibility of Customer.

Emergency Calls: The emergency response time service level will vary based on the location of the qualified Customer location and will be equal to the response times offered by Schein to its “preferred customers” in the same zip code as the applicable qualified Customer location. Current response time service levels are between four (4) hours and eight (8) hours, depending on location. Future additional Customer offices will be evaluated on a case-by-case basis.

• Fee Rates: Reserved – TO BE INCLUDED BASED ON THE AGREEMENT PROPOSAL

Note: An “Emergency Call” are service calls reporting an equipment failure that interrupts the ability of Customer’s office to treat patients (as assessed by Henry Schein Service Hubs), such as:

- No air to all treatment rooms.
- No suction to all treatment rooms.
- No functioning method of sterilization.
- Major water leak that cannot be terminated at valve shut off.
- No functioning x-ray units in all treatment rooms.

X-ray Calibrations: Recommended once a year and will be charged at the established labor rate. If required by state regulations, calibrations are subject to additional charges, and it is Customer’s

responsibility to schedule the service call.

Equipment Installations/Relocations: A service call requiring additional time and/or advance notice such as (reinstallation, relocation, pre-installation site visit, site check for new office set-ups or new equipment purchase) will need to be scheduled. Please call the Henry Schein Service Hub/NDSO, 800-231-9676, to schedule.

Service Parts: In the event that additional parts are required, they will be ordered and a follow-up service call will be scheduled when the parts arrive. A shipping/handling fee will be added to the service invoice for all parts used during repair. In emergency situations, the parts will be shipped to the local Customer site, Next Day Air 10:30 am delivery, at Customer's request and approval of additional expense. These emergency shipments will be labeled appropriately and require an office staff signature. Upon receipt of the part(s), please call the Henry Schein Service Hub to schedule an appointment with the technician.

Rentals: In the event of equipment failure, Henry Schein may provide the following rentals at local rates. These rentals are intended for short-term use only until Customer's equipment can be properly repaired or replaced by Henry Schein. Our rental inventory includes:

- Single Head Air Compressor
- Single Motor Vacuum Pump
- Autoclave

Rentals may not be an exact duplicate and are to subject to availability.

Rentals will be billed weekly per device plus any applicable freight or delivery/pick up charges (minimum one (1) hour service rate) until device is returned.

ProRepair Pick Up and Drop Off: Service calls to pick up and drop off repairs sent to ProRepair will be invoiced at the contracted service rate (minimum one (1) hour service rate).

Equipment Warranty Service: Customer will receive the benefits of manufacturers' parts warranties. Shipping and handling charges are not covered by this warranty. Parts warranties do not include preventive maintenance and those items subject to normal wear and tear. Ex. sterilizer gaskets, light bulbs, filters, water bottles, saliva ejector and high-volume suction tips and levers, nitrous and oxygen rubber goods and tubing. Manufacturers' warranties are subject to the manufacturers' policies, and Customer is responsible for all periodic maintenance as per the installation and service manual. Henry Schein's standard terms of sale apply to all sales of parts.

Extended Labor Warranty for Equipment: Henry Schein will provide a twelve (12) month labor warranty for all new equipment purchased from Henry Schein Dental.

Service Agreement Termination: Either party may cancel this Service Agreement at any time. All terms, rates, and privileges allowed under this Service Agreement will be void if Customer's account is not in current standing.

RFP 092623 - Dental Equipment, Supplies, and Related Solutions

Vendor Details

Company Name: Henry Schein, Inc
135 Duryea Road
Address: Melville, New York 11747
Contact: Patrice Holmes
Email: patrice.holmes@henryschein.com
Phone: 864-432-0501
Fax: 877-350-7890
HST#: 113136595

Submission Details

Created On: Tuesday August 08, 2023 10:46:15
Submitted On: Monday September 25, 2023 11:58:33
Submitted By: Jake Knudsen
Email: Jake.Knudsen@henryschein.com
Transaction #: 15485d9b-d5b8-48ca-b08f-60dbed164502
Submitter's IP Address: 68.78.68.216

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	The company's full legal Name is Henry Schein, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Henry Schein files the list of our significant subsidiaries with the SEC each year – attached as Exhibit 21.1 to our 10-K filing. Please see the link below: https://www.sec.gov/Archives/edgar/data/1000228/000100022819000015/exhibit211.htm	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	See above.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Henry Schein's CAGE code is 0NUS8.	*
5	Proposer Physical Address:	Our headquarters is located at 135 Duryea Road, Melville NY 11747	*
6	Proposer website address (or addresses):	www.henryschein.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	The Henry Schein Government Team Jake Knudsen Government Account Specialist (775) 323-9294 jake.knudsen@henryschein.com Patrice Holmes Government Account Manager (864) 432-0501 patrice.holmes@henryschein.com Rob Irwin Director, Government Accounts (661)244-7090 rob.irwin@henryschein.com Jeff Klinger VP & GM, U.S. Specialty Distribution Group (631) 247-2816 jeff.klinger@henryschein.com Andy Goldy VP, One Government (631) 247-2853 andy.goldy@henryschein.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Patrice Holmes Government Account Manager (864) 432-0501 patrice.holmes@henryschein.com	*

9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Service (In-Office Equipment Service/Maintenance) Janet Reilly Supervisor – Equipment Service Hub Janet.Reilly@henryschein.com 631-390-8275 x2228275- direct ProRepair (Handpiece and Small Equipment) Annamaria Reina Supervisor – ProRepair 516-719-2114 Annamaria.Reina@henryschein.com Equipment & Technology Sales Jack Nejedlo Director, Equipment 920-904-6645 Jack.Nejedlo@henryschein.com
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Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Henry Schein, Inc. (Nasdaq: HSIC) is North America's number one dental supply company powered by a network of people and technology. With more than 23,000 Team Schein Members worldwide, the Company's network of trusted advisors provides more than 1 million customers globally with more than 300 valued solutions that help improve operational success and clinical outcomes. Our Business, Clinical, Technology, and Supply Chain solutions help office-based dental and medical practitioners work more efficiently so they can provide quality care more effectively. These solutions also support dental laboratories, government and institutional health care clinics, as well as other alternate care sites. 2022 marks 90 years since Henry Schein opened his pharmacy in Queens, New York, during the depth of the Great Depression. Since 1932, Henry Schein, Inc. has grown to become a global leader in delivering health care solutions. Today, as a FORTUNE 500 Company, Team Schein is celebrating our past and embracing our future. Henry Schein, Inc. remains committed to the values-based culture that Henry and his wife, Esther, infused in their business eight decades ago, and to serving our customers, supplier partners, investors, society and Team Schein. By holding fast to our historical values and focusing on our future, we are certain that our best years are yet to come. Over the course of 90 years, Henry Schein, Inc. has frequently reinvented the organization to meet customer needs, taking advantage of new technologies and tapping into growing markets.
11	What are your company's expectations in the event of an award?	In the event of an award, Henry Schein, Inc will develop a collaborative partnership with Sourcewell and its Participating Entities. As a primary supplier, we will provide the best quality and value in products and services, helping our customers, as trusted advisors, and consultants, to: -Deliver quality health care to patients. -Efficiently operate and grow practices. -Increase financial return and financial security. Henry Schein, Inc. looks forward to this partnership opportunity.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Henry Schein's sales from continuing operations reached \$12.6 billion in 2022 and have grown at a compound annual rate of approximately 12.5% since Henry Schein became public in 1995. Annual Reports can be found on the following link, https://investor.henryschein.com/proxy-annual-reports
13	What is your US market share for the solutions that you are proposing?	Henry Schein's North American dental market share is 35-40%.

14	What is your Canadian market share for the solutions that you are proposing?	Canadian business will not be included in this contract proposal. US is separate from Canadian business. Please see the contact information for the President of Henry Schein Canada: Prashant Ohri President, Henry Schein Canada (905) 832-9101 x4219 Prashant.Ohri@henryschein.ca	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Henry Schein has never filed for bankruptcy. Henry Schein is a Fortune 500 Company with a proven track record. Henry Schein has been cited by Fortune as one of the World's Most Admired Companies for the past 18 years.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Henry Schein, Inc. is a distributor and is authorized to sell all products within our product catalog. Individual authorization letters can be provided upon request.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Henry Schein, Inc., is appropriately licensed in all States and jurisdictions that require such licensure, including the District of Columbia and Puerto Rico. We currently distribute products in all 50 States including the District of Columbia and Puerto Rico. Exclusions may apply. We can provide specific required licenses upon award.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	To our knowledge, there is no "Suspension or Debarment" information to report. From time to time, Henry Schein, Inc. has been and may become a party to legal proceedings, including, without limitation, product liability claims, employment matters, commercial disputes, governmental inquiries and investigations (which may in some cases involve our entering into settlement arrangements or consent decrees), and other matters arising out of the ordinary course of our business. While the results of any legal proceeding cannot be predicted with certainty, in our opinion none of these matters had or are currently anticipated to have a material adverse effect on our ability to perform under the bid or any contract resulting therefrom.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Fortune World's Most Admired Companies, 20 years World's Most Ethical Companies, 11 years Best Places to Work, 7 years 2023 Fortune Change the World List Forbes America's Best Employers List, 5 years	*
20	What percentage of your sales are to the governmental sector in the past three years	Henry Schein considers customer sales information confidential.	*
21	What percentage of your sales are to the education sector in the past three years	Henry Schein considers customer sales information confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Here are the co-op purchasing contracts that we hold: MMCAP Infuse Dental Contract# MMS1900159 Medical Contract# MMS2200734 20+ Years mmcap_infuse.membership@state.mn.us Omnia Contract# 2021002973 2 Years info@omniapartners.com E&I Dental 14+ Years https://www.eandi.org/member-center/membership-benefits/ BuyBoard 18+ Years info@buyboard.com Choicepartners 12+ Years 877-696-2122 Henry Schein considers customer sales information confidential.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Federal Contract# 36F79718D0314 ECAT Dental contract- spe2de-19-d-0010 ECAT lab contract- spe2de-20-D-0012 MSPV DAPA- VA119-20-PA-0880 FSS-36F79718D0314 FSS-PDI-v797d-40290 Henry Schein considers customer sales information confidential.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Tuolumne County Sheriffs 12915 Justice Center Drive Sonora, CA 95370	Sargent Schertz	(209) 533-7200	*
Caro Psychiatric Hospital 2040 Chambers Rd Caro MI 48723	Mr. D. Blakely	(989) 672-9444	*
Gwinnett County Sheriff Office 2900 University Pkwy Lawrenceville GA 30043	Glenn Fountan	(770) 619-6406	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
California Dept Of Corrections & Rehab	Government	California - CA	Dental Supplies, Equipment and Service	Henry Schein considers customer sales information confidential.	Henry Schein considers customer sales information confidential.	*
University of Utah	Education	Utah - UT	Dental Supplies, Equipment and Service	Henry Schein considers customer sales information confidential.	Henry Schein considers customer sales information confidential.	*
Multnomah County Health Dept	Government	Oregon - OR	Dental Supplies, Equipment and Service	Henry Schein considers customer sales information confidential.	Henry Schein considers customer sales information confidential.	*
Oregon Dept of Corrections	Government	Oregon - OR	Dental Supplies, Equipment and Service	Henry Schein considers customer sales information confidential.	Henry Schein considers customer sales information confidential.	*
New York Office of Mental Health	Government	New York - NY	Dental Supplies, Equipment and Service	Henry Schein considers customer sales information confidential.	Henry Schein considers customer sales information confidential.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Henry Schein, Inc has a nationwide sales team of over 800 highly trained Field Sales Consultants. Supporting these team members, we have over 250 Specialty Representatives as well. Sourcwell will be supported by our State and Local Government team which will include Government Account Specialists, as well as dedicated Field Representatives for each location. Sourcwell can expect to receive the world-renowned customer support and white glove experience that Henry Schein, Inc is known best for.	*

27	Dealer network or other distribution methods.	Henry Schein, Inc. has the ability to provide distribution services to all Sourcewell Participating Entities, and will provide initial and ongoing site level support as needed. Below, is a listing of all distribution centers throughout the country: Western Distribution Center 255 Vista Blvd, #104 Sparks, NV 89434 Southwest Distribution Center 1001 Nolen Drive #400 Grapevine, TX 76051 Southeast Distribution Center 8691 Jesse B. Smith Court Jacksonville, FL 32219 Midwest Distribution Center 5315 W. 74th St., #138 Indianapolis, IN, 46268 Northeast Distribution Center 41 Weaver Road Denver, PA 17517 Highlights of our Distribution Center Model: 99.9% adjusted fill rate 99% order accuracy 93% Next or same day delivery Disaster Preparedness: Our formal recovery and business continuity program includes off-site computer systems and provides uninterrupted service by shifting work to non-impacted DCs. Global Logistics Intelligence: Over 50 years of partnership with global logistics leader UPS, where we leverage logistic innovation, technology, and substantial reach. Quality Management: The highest quality FDA-approved products from vendors meeting regulatory standards and our vendor- approval process. Our DCs are all ISO- and VAWD-certified, guaranteeing operational processes meet health care industry standards. Our quality control checkpoints ensure quality and accuracy. Traceability: During all stages of distribution, product is traceable as required by our quality management system. Identified by codes, tags, and/or stamps as products move, the inspection process is documented to ensure products have passed inspection and verification process. Technology: Our DCs feature voice-directed picking, radio frequency, smart conveyor sorting, and dimensional data for low unit-of-measure supply chain. Temperature Control: Our DCs have 24/7 temperature monitoring and generator backup including refrigerated, frozen, and controlled temperature storage capabilities to ensure product integrity.
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28	Service force.	KEEPING SOURCEWELL MEMBERS "UP AND RUNNING" IS OUR FIRST PRIORITY Henry Schein is excited about this opportunity to be Sourewell's equipment service provider for all its in-office service needs. Henry Schein understands that your practices are busy delivering quality health care to their patients and that equipment and technology is the lifeline that makes it all possible. We deliver this to Sourcewell with the following infrastructure, support, and team: 930 technicians nationwide and growing Dispatchers will be well equipped with an understanding of Gen4's special requirements to ensure we schedule correctly and efficiently Expedited emergency response commitment Tech Advisor Team is available to provide remote technical support for your emergency service, potentially eliminating the need for an on-site visit Break/Fix Henry Schein's highly skilled ServiceFirst team is trained and certified on all major dental equipment and can deliver personalized, in-office repair service to get a practice up and running to full capacity. Installation The purchase of new equipment is an exciting milestone for a practice owner with expectations for increased practice revenue and an enhanced patient experience. Henry Schein's highly skilled ServiceFirst team helps to ensure a seamless process for the setup, installation, and integration of newly purchased solutions. Our goal is to help practice owners swiftly begin to realize a positive return on their equipment investment. Emergency Today's practitioners operate in a highly competitive marketplace with a patient population that has access to a wide choice of providers. An unexpected breakdown of equipment can cause lost practice revenue and weakened patient confidence when appointments are canceled on short notice. Henry Schein's highly skilled ServiceFirst team is trained and equipped to rapidly respond to unexpected breakdowns. We are also equipped to provide emergency rental equipment until a permanent solution can be purchased and installed. Preventative Maintenance Without an effective preventative maintenance plan, practices are more vulnerable to production downtime due to failed equipment and may experience reduced life expectancy of these revenue-generating solutions. Henry Schein's highly skilled ServiceFirst team conducts periodic health checks to identify and resolve potential equipment malfunctions and perform tune-up treatments to prevent future disruption from failed equipment. Henry Schein's Early Warning System (EWS) further preempts these potential failures with digital sensors on vital practice equipment that sound an alarm when service is needed. Virtual Services Speed, ease, and expertise are vital when failed equipment causes expensive downtime, or when it's time for a new purchase. Henry Schein's highly skilled ServiceFirst Technology Advisors provide remote support to guide the Dental Team through equipment troubleshooting and repair, reducing the need for an on-site visit. If a replacement part is needed, the order is placed immediately, so it's ready when on-site installation is scheduled. For emergency equipment purchases, Henry Schein's knowledgeable ServiceFirst FastTrack Advisors facilitate a speedy, easy, and seamless purchasing process from product selection and price quoting, to financing, delivery, and installation. Technical Advisor Line This group of extremely knowledgeable, skilled technicians can help your offices remotely and are certified in all the following skills: All major dental equipment manufacturers, as well as, DI/DR, X-rays-2D/3D, Intraoral, and Cone Beam . Dedicated Phone Line: 800-280-8990, Option 1 Rates: If the issue is resolved over the phone: \$29.99 for the first 15 minutes and \$2.00 per additional minute. If they are not able to resolve an issue and a technician is required on site for a service call, the Technical Advisor call will be at no charge.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell participating entities must have an account established with Henry Schein. To set up a new account, members may contact the Henry Schein Government Team directly. Jake Knudsen Government Account Specialist 775-323-9294 Jake.Knudsen@henryschein.com

Patrice Holmes
Government Account Manager
864-432-0501
Patrice.Holmes@henryschein.com

Rob Irwin
Director, Government Accounts
661-277-7090
Rob.Irwin@henryschein.com

Once account is established, customers will be assigned a dedicated sales representative that they can utilize for their quotes and purchasing. Customers may place their orders with their sales representative, or electronically. Orders can be pre-paid with credit card, or billed to the account with customer purchase order. An Order Confirmation and Invoice will be provided on all orders.

Henry Schein, Inc. is focused on creating the optimal customer experience. The Henry Schein Website offers several solutions to help simplify, automate, and optimize the order management process.

Intuitive Product Search- Henry Schein's Website offers an intuitive product search, including a predictive look-ahead feature, three different search modes and the ability to search Order History.

Real-Time Pricing and Availability – Every item on our Website is tagged with an "Inventory Availability" indicator to let the user know the stocking location and status. These indicators guide our customers towards product that is in-stock at their Primary Distribution Center, ensuring the quickest lead time. Additionally, item pricing is always updated in real-time ensuring an accurate depiction of anticipated costs for each item.

Shopping Lists – "Shopping Lists" can be thought of as electronic "Ordering Guides" that present users with a short list of relevant products, often organized by Department, Category, or other groupings that are meaningful to an organization. Website Users can create their own personal, private lists, or lists can be shared amongst other users within the organization.

Order from History – The Henry Schein Website presents each user with a list of items that have been previously purchased for each account. These items are sorted with the most recent purchases at the top, making it quick and easy to reorder commonly used items.

Order Forecast – The Order Forecast feature helps forecast future needs by applying sophisticated algorithms to a practice's unique order history and projected item usage. For simplicity, items that should be considered for ordering are shown in three categories; those items that are due to be ordered "Now", items that should have been ordered in the recent "Past", and items that may need to be ordered in the near "Future".

Scheduled Ordering – Schedule delayed or recurring orders to avoid disruptions due to vacation or illness. Utilize recurring orders to save time and avoid duplicating efforts and performing non-value added activities (i.e. standard repeat orders).

Vendor Punchout- Henry Schein enables customers to access our Website via Vendor Punchout, should they be using an outside Procurement System, such as an ERP or MMIS System. Most of the Solutions listed in this segment are also available via Vendor Punchout, but availability would be confirmed upon further system integration consultation.

Order Transmission

Website Orders- Once an order is placed on our Website, the user will be immediately provided with a confirmation and Order Reference Number. These orders will begin to process immediately.

Electronic Orders- Henry Schein can also accept orders via the following: EDI or cXML. These Orders also begin to process immediately, as soon as they are transmitted into our system.

Order Communication

Order Confirmations- Customers can choose to enroll in our Order Confirmation Program, arming each relevant user with the most up-to-date order information including the fulfillment status of each line, pricing, and any changes that may have occurred. These confirmations allow our customers to be informed and empowered to

		efficiently manage their procurement on a daily basis. Shipment Confirmations- Customers can choose to enroll in our Shipment Confirmation Program, which provides users with the most up-to-date shipping information for each order. A summary of the Shipment information is presented in each communication, with the ability for the user to access more detailed information on our website if needed. Electronic Communications- Henry Schein has the ability to interface with any eProcurement system utilizing industry standard protocols such as EDI (850, 855, 856, 832, 810), cXML, XML, FTP, flat files, and .csv files. These communication protocols allow our customers to remain informed of all order-related updates, within their native system or application.	
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Henry Schein's Customer Service/Sales Support Department is available to assist Sourcewell operate most efficiently. This team assists with order placement, order status inquiries, delivery questions, product information, product returns, UPS labels, licensing updates, account changes and credit assistance. The goal of our Customer Service team is to strengthen our relationship with each and every customer by providing them unmatched customer service. Over 4,000 customers are served daily through this team of resources. Our Customer Service team members are located in three regions (Bastian, Virginia; Reno, Nevada; and Melville, New York). Customer Service/Support is available via phone at 800-772-4346 (8am-9pm, EST), fax at 800-329-9109, E-mail at medsls@henryschein.com. Our Customer Service/Support lines are managed so that there is coverage during peak business hours for customer sites located in various time zones. Our statistic results include: Our average speed of answer is 26 seconds Just under 98% of calls were resolved within one business day Average call resolution time was 3 minutes and 25 seconds Abandonment Rate was 2.5% (goal is to be under 3.00%)	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Henry Schein, Inc. can service the entire United States including Hawaii and Alaska. Our national footprint provides access to five distribution centers covering more than 2 million square feet of storage while processing and shipping more than 43 million cartons annually. Our five distribution centers plus a specialty distribution center allows for greater control and stocking efficiencies, leading to a 99.9% adjusted fill rate with more than 93% of customers serviced the next day.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	At this time, Henry Schein will not be including entities in Canada as part of this contract proposal. Please refer to our response to question #14.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Henry Schein, Inc. can fully service the entire United States including Hawaii and Alaska.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Henry Schein, Inc can fully service all participating entities.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Henry Schein, Inc would not impose any additional contract requirements or restrictions to Participating Entities in Hawaii, Alaska, and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We have marketing resources that would facilitate promotion of the contract offering to Participating Entities. A telesales campaign and a Sourcewell approved Henry Schein contract marketing flier would be extended to members highlighting the new Sourcewell Henry Schein contract. Both awareness campaigns would be implemented within 30-days of the contract start date. Our team of Field Sales Consultants and Equipment Specialists are well versed in working with Government and Educational customers. Our Government Account Managers will build and manage the relationships with participating entities. To enhance marketing effectiveness, a Rules of Engagement work instruction would be developed to educate internal teams to the benefits and terms of the contract. We have included a sample of this Rules of Engagement in the Documents section of this proposal.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Henry Schein, Inc utilizes Salesforce Chatter feature to engage internally, manage opportunities and communicate contract updates in a social media format. Henry Schein, Inc does not plan to use external-facing social media to promote the Sourcewell contract.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Henry Schein, Inc's Government Account Managers would work with Sourcewell to discuss strategy for contract adoption and promotion. Sourcewell would provide Henry Schein with their membership roster and direct their Participating Entities to Henry Schein, Inc for Dental Supplies, Equipment and Service. Sourcewell would provide us with vendor partnership opportunities. We would expect a reliable, main point of contact at Sourcewell who can assist and guide us on all matters. We would collaborate with Sourcewell to determine and implement customer initiatives.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Henry Schein, Inc. has the ability to interface with any eProcurement system utilizing industry standard protocols such as EDI (850, 855, 856, 832, 810), cXML, PunchOut, XML, FTP, flat files, and .csv files.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Henry Schein is committed to provide you the necessary information to keep your offices running smoothly. Henry Schein has several different programs to either provide preventative maintenance or educate your staff in routine maintenance. Manufacturer Partner Training: Henry Schein works closely with our Manufacturer Partners to offer training. We work to arrange on-site or virtual training and can offer CE credits when applicable. Henry Schein Brand Training: Provided by the regional Henry Schein Brand Specialist OSHA/HIPAA Training through HealthFirst and Compliance Training Partners BioHorizons: BioHorizons supports hundreds of high-quality educational programs each year. Topics include dental implants, biologics, instruments, surgical techniques, prosthetics, practice building, digital dentistry, treatment planning, risk management, current concepts and new technology and more. CE credit will vary per event. Mobile app for dentists and patients. The latest dental implant videos and literature are now available at your fingertips with the new BioHorizons mobile application. -Share digital education materials with patients -Reference manuals and technique guides -Access relevant clinical studies -Watch related videos As a Henry Schein partnered customer, we can conduct in-office training where an Equipment Service Technician will review all of the maintenance required for your dental equipment. Your Field Staff will receive a customized in-office training class on daily maintenance of dental delivery systems, including: -HVE & Saliva ejector valve cleaning, control lever and O-ring replacement -Quick Connect Hand piece O-ring replacement along with education of symptoms indicating when replacement is necessary -Review of most common syringe problems along with O-ring replacement and broken disposable tip removal -Proper vacuum line flushing review -Handpiece line flushing review and procedure Henry Schein offers education and training across multiple avenues. Our team can also customize any training based on Sourcewell's requirements.
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41	Describe any technological advances that your proposed products or services offer.	Our Supply Chain Technology Group develops and implements innovative solutions, technologies, and eCommerce tools to ease Sourcewell's supply chain burdens. Henry Schein's suite of supply chain services range from basic to more complex technologies, multivendor capabilities, and system integrations - designed from the ground up to give Sourcewell a competitive advantage in the following areas: Enterprise Administration Workflow Efficiency and Automation Process Controls and Compliance Product Standardization and Inventory Management Our highly trained Supply Chain team offers flexible, enterprise-grade solutions to standardize, optimize, and automate the ordering process with features including: Web Ordering Features—order approvals, budgets, custom catalogs, online returns, recurring orders, custom order/item messages, barcode ordering Mobile Ordering Solutions—responsive website and mobile-ordering applications for iPad, iPhone, and Android devices Web Inventory Management—order forecasting, suggested orders, barcode scanning, and replenishment solutions. Web Invoice Reconciliations—online three-way match, statements and payments, invoice and electronic shipment receipt documents Web Reports—purchasing spend, order details, asset valuation, invoice summary. Additionally, Henry Schein, Inc offers expertise, service, and support for a broad range of leading digital technology solutions. Our team will identify tools ideally suited to your practice so that you can enhance the patient experience, deliver quality dentistry, and improve your efficiency and productivity. In addition to our major equipment categories mentioned above, our digital technology solutions include: Digital sensors, cameras, and caries detection Milling units 3D printers Dental implants Orthodontic solutions Computer network solutions
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Henry Schein, Inc., we believe that an important part of "helping health happen" is protecting the health of planet earth. Committed to doing our part, Henry Schein embraces environmental stewardship as a pillar of our corporate social responsibility efforts. As a trusted advisor to our customers, we help health professionals who are concerned about the environment to "green" their practice. We work with more than 19,000 Team Schein Members around the world to ensure that each member of the Henry Schein family has the tools and information they need to minimize our footprint on the environment. At Henry Schein, Inc., we firmly believe, together we can make a difference. How is Henry Schein Green? LEED Certification Each of our offices in Melville, NY achieved LEED (Leadership in Energy and Environment Design) Certification. This certification recognizes that our corporate offices have been designed to conserve energy and water, reduce waste and greenhouse gas emissions, and be safe and healthier for workers. According to the U.S. Green Building Counsel, companies that participate in the LEED process demonstrate "leadership, innovation, environmental stewardship and social responsibility". Lighting We have made significant improvements to the energy efficiency of the lighting in our facilities. 100% of the Henry Schein Dental Sales and Service Centers have energy efficient fluorescent lighting. Motion-activated light sensors, installed throughout our offices, also significantly drive down energy consumption. Corporate Facilities team replaced all the metal halide parking lot light fixtures with technologically advanced LED site lighting in Melville, NY. More than 28% reduction in energy consumption at U.S. distribution centers. Heating and Air-Conditioning Improvements Over the past decade, the heating and air-conditioning technology at our operations has been upgraded to modern efficiency standards. Our Henry Schein Dental Sales and Service Centers use solar film on facilities' windows to

control temperature and energy leakage.

Melville East, one of the buildings at our headquarters, replaced outdated and inefficient fuel oil boilers with two new condensing style dual-fuel boilers for improved equipment efficiency.

Melville West, a second building at our headquarters, added a "cool roof" membrane made of single-ply, tri-polymer alloy with reflective characteristics, thereby reducing our reliance on air conditioning to control temperatures.

Greenhouse Gas Emission Reduction

Henry Schein partners with transportation operations that participate in the EPA's "SmartWay" program, a public-private collaboration that helps us transport our goods in the cleanest, most efficient way possible in order to protect the environment and enhance the United States' energy security.

Recycling

In our facilities' throughout the world, we have programs to recycle aluminum, glass, computers, electronic equipment, printers and toner cartridges.

Team Schein Members are encouraged to bring in old cellphones, un-needed cellphone chargers, as well as cellphone and electronic cables to be safely recycled.

Separate waste containers have been placed at each desk in our buildings to allow for the separation of trash and paper.

Corrugated cardboard accumulated from packing materials are collected during the day and evenings by our housekeeping staff and deposited into an on-site compactor.

At distribution centers, we are especially diligent about recycling all materials. Nearly 50,000 metric tons of materials were recycled at U.S. distribution centers.

eMSDS

We provide an option to our customers to retrieve their MSDS sheets electronically through our website and have the capability to store them on their hard drive.

As a result, we are saving over 15,000 pieces of paper a week. We expect to have over 70,000 accounts converted to eMSDS by year's end and expect to suppress printing of over 2 million pieces of paper a year while giving our customers an easier and greener way to find and save the documents they need.

Global Reflections

Our Global Reflections offering provides the opportunity for our customers to incorporate a wide variety of green products into their practice. During January-April, a portion of Global Reflections purchases are donated to the Henry Schein Cares Foundation in support of environmental causes.

Plant a Tree for Me Program

When you purchase a new computer from Henry Schein TechCentral, the experts in dental computer systems, we'll plant a tree in partnership with Dell's Plant a Tree for Me Program.

Computer Hardware Recycling Program

Protect your practice data when you recycle your old computers with Henry Schein TechCentral. Henry Schein's TechCentral experts offer a convenient Computer Hardware Recycling Program to securely destroy hard drive data and to responsibly dispose of obsolete office technology. We recycle your old equipment according to strict environmental standards or resell it to benefit Henry Schein Cares, our global social responsibility program.

Please see our 2022 Sustainability at a Glance (AAG) Report for a summary of Henry Schein's Corporate Social Responsibility report that we have included in the Documents section of this proposal. You may also access it at this link: <https://www.henryschein.com/us-en/images/corporate/2022CSRReport.pdf>

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Packaging matters to our business and customers as it protects the product during storage, distribution, and transport. However, our packaging also contributes to our emissions and environmental impact in the supply chain. The choice of packaging material, the extent of damage prevention, and the product-to-package ratio help to determine the footprint of our packaging operation. Corrugated boxes and cartons are a significant part of our packaging and are inherently renewable and recyclable. We prioritize fiber-based packaging from sources certified as responsible forest products, such as those that conform with FSC®: Forest Stewardship Council®, PEFC: Programme for the Endorsement of Forest Certification, and SFI®: Sustainable Forestry Initiative®. Our packaging also includes recycled fiber. Our corrugated boxes and cartons in North America have been between 40–60% recycled content. Damage prevention is an important aspect of sustainable packaging. If a product is sufficiently protected before it reaches the customer, it only needs to be manufactured once and shipped once. A repeat of these processes due to damage means further use of resources, additional emissions, and costs that would otherwise have been avoided. To address this, we have established a cross-functional Damages Committee that meets regularly to target high-frequency damage products and implement action plans. These include partnering with suppliers to redesign their packaging, engaging carriers on high damage transport lanes, and implementing product-specific packaging protocols in our DCs. We take a variety of circularity measures at our distribution centers globally to reduce packaging impact. “Right-size packaging” is a common goal across our distribution network. In EMEA, we are consolidating orders to reduce packaging and reduce transport overall. In Australia and New Zealand we are packaging smaller orders in satchels, resulting in 10% lower emissions. Through our Damage Committee, a change was implemented in February 2022 to a distilled water product that reduced the damages from 7% to near zero, which helped to avoid damage credit to customers and replacement freight costs. Water is a particularly damaging substance because if it leaks, it is likely everything else in the box will get damaged. Through new packaging, this product now results in a near zero damage rate. We have worked with our logistics partners to assess our packaging processes. Together, we have used those observations and recommendations to improve our packaging processes, practices, and materials choices across our distribution centers. Based on widely accepted best practices in our industry, we have good packaging practices in place, including sufficient and consistent packaging operations, effective damage prevention practices, labeling techniques, and special sealing methods to stabilize larger packages.
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44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Henry Schein has a strong commitment to supporting diversity in our organization and with business partners. Diversity fosters innovation, additional perspectives and forges stronger relationships with the communities we serve. We are committed to working with a diverse supplier base to provide our customer with the best selection of products available that meet our stringent quality requirements. It is our practice to actively develop relationships with small, disadvantaged businesses, including but not limited to: veteran-owned, service-disabled veteran-owned, HUBZone, LGBTQ, ethnic minority or women-owned small business concerns. At Henry Schein, we believe that the right thing for society is the right thing for business. The team has also developed the systems capability to track the following criteria of our suppliers: Small Business, Women Owned Business, Minority Owned Business, LGBTQ Owned Business, Small Disadvantaged Business, Veteran Owned Business, Service-Disabled Veteran Owned Business, Historically Black College or University or Minority Institution, Designated HUBZone, Designated Labor Surplus Area, and Phy Dentist Own. In addition, we are now able to provide customer-level reports showing performance in these areas. Customer reporting on supplier spend is available through our PIP reporting tool, which provides a dashboard and drill down into the percentage spend across each diverse supplier. At Henry Schein we recognize that our suppliers are integral to our business and to our efforts to expand access to care, build health care capacity, strengthen disaster preparedness and relief, and support environmental sustainability. Our global operations and supply chain create jobs and support local enterprises both directly and indirectly, and collectively contribute to communities and national governments. Suppliers and vendors who do business with us worldwide are expected to comply with our Global Supplier Code of Conduct which includes clauses on business integrity, labor practices, diverse workforces, employee health and safety, and environmental management. Henry Schein strives to promote efforts throughout the company to consider the use of diverse companies, especially when the use of these companies will coincide with the company's strategy and goals. As part of the Federal Government's Small Business Subcontracting Plan, we have set forth policies and procedures for flow down, record keeping, reporting, and good faith efforts to acquire assistance from Small Disadvantaged (including ANCs and Indian tribes), Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service-Disabled Veteran Small Business Concerns (including ANCs and Indian tribes). For all new suppliers, we educate on the importance of certification and recognition of their status in these given categories. Furthermore, we continue to work with existing vendors on efforts to institute a focused supplier diversity program. Henry Schein is in the process expanding our efforts within the company and across the marketplace to increase our outreach and enable us to identify and interact with all targeted categories. Furthermore, to elevate awareness in the marketplace, we work with various partnerships and support commitments which include Paradigm for Parity, Professional Women on Healthcare, United Nations LGBTI Standards of Conduct for Business, National Coalition of 100 Black Women, United Nations Free and Equal, ATHENA International, the World Economic Forum Partnership for Racial Justice in Business, Black Coalition Against COVID, CDC Corporate Counsel, and many more. For over 25 years, Henry Schein has supported diverse healthcare professionals including the National Dental Association, the Hispanic Dental Association, and many more. At Henry Schein, we believe that the right thing for society is the right thing for business. Henry Schein's 2022 Corporate Social Responsibility Report highlights the ongoing efforts to promote and engage in a sustainable future through environment sustainability, social performance, and governance and ethics.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Henry Schein, Inc offers a unique opportunity to be Sourcewell's partner for strategic growth. Becoming a strategic growth partner goes well beyond healthcare distribution – we believe strategic growth weaves together the following essentials: Methodology Our methodology to learn and build upon your organization's strategies is the foundation of our offering. Our methodology and structure are a proven combination to successfully drive outcomes including increasing contract compliance, lowering costs, navigating reimbursement, and delivering value-based care. Capability Henry Schein offers a suite of capabilities to help practices thrive clinically, operationally, and financially. From our unique distribution model emphasizing pharmaceutical controls to equipment and lab portfolio offerings – Henry Schein is poised to support your strategic growth. We have more than 90 years of experience in distributing products to health care practitioners resulting in strong awareness of the Henry Schein® brand. Our competitive

strengths include:

A focus on meeting our customers' unique needs. We are committed to providing customized solutions to our customers that are driven by our understanding of the end markets we serve and reflect the technology-driven products and services best suited for their practice needs. We are committed to continuing to enhance these offerings through organic investment in our products and our teams, as well as through the acquisition of new products and services that may help us better serve our customers.

Direct sales and marketing expertise. Our sales and marketing efforts are designed to establish and solidify customer relationships through personal or virtual visits by field sales representatives, frequent direct marketing and telesales contact, emphasizing our broad product lines, including exclusive distribution agreements, competitive prices and ease of order placement, particularly through our e-commerce platforms. The key elements of our direct sales and marketing efforts are:

Field sales consultants. Our field sales consultants, including equipment sales specialists, covering major North American, European and other international markets. These consultants complement our direct marketing and telesales efforts and enable us to better market, service and support the sale of more sophisticated products and equipment.

Marketing. We market to existing and prospective office-based health care providers through a combination of owned, earned and paid digital channels, tradeshow, as well as through catalogs, flyers, direct mail and other promotional materials. Our strategies include an emphasis on educational content through webinars and content marketing initiatives. We continue to enhance our marketing technology to improve our targeting capability and the relevance of messaging and offers.

Telesales. We support our direct marketing effort with inbound and outbound Telesales representatives, who facilitate order processing, generate new sales through direct and frequent contact with customers and stay abreast of market developments and the hundreds of new products, services and technologies introduced each year to educate practice personnel.

Electronic commerce solutions. We provide our customers and sales teams with innovative and competitive e-commerce solutions. We continue to invest in our e-commerce platform to offer enhanced content management so customers can more easily find the products they need and to enable an engaging purchase experience, supported by excellent customer service.

Social media. Our operating entities and employees engage our customers and supplier partners through various social media platforms, which are an important element of our communications and marketing efforts. We continue to expand our social media presence to raise awareness about issues, engage customers beyond a sale and deliver services and solutions to specialized audiences.

Broad product and service offerings at competitive prices. We offer a broad range of products and services to our customers, at competitive prices, in the following categories:

Consumable supplies and equipment. We distribute consumable products, small equipment, laboratory products, large equipment, equipment repair services, branded and generic pharmaceuticals, vaccines, dental specialty products, diagnostic tests, infection-control products and vitamins. We offer over 300,000 branded products, through our distribution centers, to our customers. We also market and sell our own corporate brand portfolio of cost-effective, high-quality consumable merchandise products and manufacture certain dental specialty products in the areas of implants, orthodontics and endodontics.

Technology and other value-added products and services. We sell practice management, business analytics, patient engagement and patient demand creation software solutions to our dental customers. Our practice management solutions provide practitioners with electronic medical records, patient treatment history, analytics, billing, accounts receivable analyses and management, appointment calendars, electronic claims processing and word processing programs, network and hardware services, e-commerce and electronic marketing services, sourcing third party patient payment plans, transition services and training and education programs for practitioners. We also sell medical software for practice management, certified electronic health records ("EHR") and e-Prescribe medications and prescription solutions through MicroMD®. We have technical representatives supporting customers using our practice management solutions and services. As of December 31, 2022, we had an active user base of approximately 110,000 practices and 380,000 consumers, including users of AxiUm, Dentally®, Dentrix Ascend®, Dental Vision®, Dentrix® Dental Systems, Dentrix® Enterprise, Easy Dental®, EndoVision®, Evolution® and EXACT®, Gesden®, Jarvis Analytics™, Julie® Software, Oasis, OMSVision®, Orisline®, PBS Endo®, PerioVision®, Power Practice® Px, PowerDent, and Viive® and subscriptions for Demandforce®, Sesame, and Lighthouse360® for dental practices and DentalPlans.com® for dental patients; and MicroMD® for physician practices.

		Repair services. We have over 130 equipment sales and service centers worldwide that provide a variety of repair, installation and technical services for our health care customers. Our technicians provide installation and repair services for: dental handpieces, dental and medical small equipment, table-top sterilizers and large dental equipment. Financial services. We offer our customers solutions in operating their practices more efficiently by providing access to a number of financial services and products provided by third party suppliers (including non-recourse financing for equipment, technology and software products, non-recourse practice financing for leasehold improvements, business debt consolidation and commercial real estate, non-recourse patient financing and credit card processing) at rates that we believe are generally lower than what our customers would be able to secure independently. We also provide staffing services, dental practice valuation and brokerage services. Commitment to superior customer service. We maintain a strong commitment to providing superior customer service. We frequently monitor our customer service through customer surveys, focus groups and statistical reports. Our customer service policy primarily focuses on: Exceptional order fulfillment. We ship an average of approximately 157,000 cartons daily. Historically, approximately 99% of items have been shipped without back-ordering and were shipped on the same business day the order is received. Due to supply chain disruptions during the year ended December 31, 2022, approximately 96% of items ordered were shipped without back-ordering. As supply chains continue to stabilize, we expect our percentage of items shipped without back-ordering and shipped on the same day to return to historical levels. Comprehensive ordering process. Customers may place orders 24 hours a day, 7 days a week via e-commerce solutions, telephone, fax, e-mail and mail. Integrated management information systems. Certain of our information systems generally allow for centralized management of key functions, including accounts receivable, inventory, accounts payable, payroll, purchasing, sales, order fulfillment and financial and operational reporting. These systems allow us to manage our growth, deliver superior customer service, properly target customers, manage financial performance and monitor daily operational statistics. Cost-effective purchasing. We believe that cost-effective purchasing is a key element to maintaining and enhancing our position as a competitively priced provider of health care products. We continuously evaluate our purchase requirements and suppliers' offerings and prices in order to obtain products at the lowest possible cost. In 2022, our top 10 health care distribution suppliers and our single largest supplier accounted for approximately 28% and 4%, respectively, of our aggregate purchases. Efficient distribution. We distribute our products from our 29 strategically located distribution centers. We strive to maintain optimal inventory levels in order to satisfy customer demand for prompt delivery and complete order fulfillment. These inventory levels are managed on a daily basis with the aid of our management information systems. Once an order is entered, it is electronically transmitted to the distribution center nearest the customer's location for order fulfillment.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Henry Schein will pass through to the customer, at the time of sale, any transferable product warranties, indemnities and remedies provided to Henry Schein by the applicable manufacturer. EXCEPT AS OTHERWISE PROVIDED HEREIN, TO THE EXTENT PERMITTED BY LAW, HENRY SCHEIN PROVIDES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND THE CUSTOMER SHALL LOOK TO THE MANUFACTURER OF THE PRODUCT FOR ANY WARRANTY THEREON. We have attached our full Terms of Sale to the Documents section of this proposal.

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see our response to question #46	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Please see our response to question #46	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Please see our response to question #46	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Please see our response to question #46	*
51	What are your proposed exchange and return programs and policies?	WE CANNOT ACCEPT ANY RETURNS WITHOUT PRIOR AUTHORIZATION. To arrange for a return, simply call our Customer Service department or contact your Sales Consultant. The following conditions must be complied with: • All returns must be accompanied by a copy of your invoice and a reason for the return. • Merchandise must be returned in its original container, unmarked, and properly packaged. • Returned products must have been purchased within the previous thirty (30) days. Any returns past thirty (30) days are subject to a restocking fee. • Shortages or errors in shipments must be reported within seven (7) days of invoice date to issue credit (if applicable). • Shipping charges will apply on all returns. Exceptions: The following special, customized, or government-regulated items are not returnable: • Openend handpieces, small equipment, and custom-ordered equipment • Special order items (products that we do not ordinarily stock) • Personalized and imprinted items • Opened computer hardware and software • Hazardous/flammable materials • Expired products • Items that cannot be returned to the manufacturer • Any item marked nonreturnable • Items required to be shipped and stored frozen • Any drop-shipped products Prescription Drug Returns: Please note that, in order to comply with Federal and State traceability requirements, prescription drugs may be returned providing that the following key elements are met: 1. Returns of prescription drugs will only be accepted if Henry Schein is notified within 30 calendar days of shipment date and valid return authorization is issued by Henry Schein. 2. The Prescription Drug Marketing Act requires any customer returning prescription drugs to complete and return a Prescription Drug Return Authorization form. Federal law requires that the healthcare entity returning prescription drugs document that the product was kept under proper storage and handling conditions while in their possession and during the return of the product. To get a copy of the form and proper return authorization, please contact Customer Service. 3. In addition, traceability regulations require that the healthcare entity returning prescription drugs certifies that the product being returned is the same exact product purchased from HSI. 4. Henry Schein will not issue credit for any returned prescription drugs which return was not authorized as provided herein, have been tampered with or where the labeling has been altered in any way.	*

52	Describe any service contract options for the items included in your proposal.	Henry Schein, Inc. will provide an 18 month extended labor warranty for all new equipment purchased through Henry Schein, Inc. from the date of purchase.	*
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Henry Schein, Inc. offers net 30 payment terms with customer purchase order. We are able to negotiate separate payment terms with each member. We accept ACH Debit, and Credit Card (American Express, Visa, MasterCard or Discover Card). Please refer to our Terms of Sale.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Henry Schein, Inc does not offer leasing or financing options for educational or governmental entities.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Henry Schein provides an Order Confirmation when the order is placed and an Invoice is sent following each order. Please see the following items that we have attached to the Documents section of this proposal, HSI Standard Terms of Sale HSI Return Policy HSI Recall Policy HSI Invoice (sample) Our terms are also available online: https://www.henryschein.com/us-en/specialmarkets/LegalTerms.aspx	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, Henry Schein, Inc does accept P-Card. There is no added cost to Sourcwell participating entities.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Henry Schein, Inc is offering a percent discount off all Products, Equipment and Services. Merchandise discount is based on product category. Equipment discount is based on product category and manufacturer. The Service discount is applied to the labor charge on equipment repair services.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Henry Schein will offer a 21% discount on all merchandise product categories, unless otherwise specified. Open to increasing discount percentage to 23% once 12-month sales exceed \$10 million dollars. Additionally, all Henry Schein private brand items will receive a 30% discount. Sourcwell Participating Entities will receive a discount on equipment that is between 8% - 44% off List Price. This range is based on the product category and manufacturer. For the Service, we can offer a 28% discount off of the labor fee (based on local labor rate) Please see the full pricing file that we have included in the Documents section of the proposal.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Henry Schein, Inc will not be offering volume discounts or rebate programs in this proposal.	*

60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Henry Schein, Inc is able to procure items not regularly stored in our Distribution Centers. Items may incur an additional shipping or special order fee, that would be quoted prior to order placement. These special order items can be drop shipped directly to the facility or staged at one of our DCs for delivery.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All of these costs will be quoted prior to purchase. Please see our response to question #62.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery for Products under this Agreement shall be FOB Destination, freight prepaid is allowed, unless otherwise agreed to by Vendor and Member. Vendor will not add any fuel surcharges to the purchase under this Agreement. Notwithstanding the foregoing, emergency orders, rush orders, orders for products not regularly stocked by Vendor’s local servicing distribution center, products dropped shipped from Vendor’s contracted supplier, and orders not regularly scheduled are subject to an added shipping and handling charge determined by Vendor and disclosed to Member on a quote before a purchase is made.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska and Hawaii shipments can range from 1-6 days depending on local service to the area. In an emergency, UPS guaranteed early next-day delivery is available for a nominal fee. Low-level hazardous items (dangerous goods in accepted quantities and Consumer Commodity ID 8000) are now available via UPS 2nd-day air. Henry Schein ships into 81 countries around the world. We can either use our own Freight Forwarder or utilize a customer-specified group so long as we can verify their licensing. We provide the export documentation required to clear customs and file any necessary reporting with the US Government to validate exports. Delivery can be door to door.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Henry Schein has a strong relationship with global logistics leader UPS. Through this partnership, we benefit from global logistics innovation, technology and substantial reach in even the most remote areas. UPS delivers more ground packages than any other carrier. Delivering over 10 million ground packages on-time every day in the U.S. Our strategic partnership with UPS dates back more than 20 years. Each year, Henry Schein ships more than 32 million parcels with UPS to health care professionals around the world. UPS drivers get to know our customer’s business needs and are an extension of the Henry Schein brand. Other Benefits of using UPS All Distribution Center’s use UPS and custom operating plans capture any cross-shipped packages UPS Delivery Intercept is an industry exclusive Web-enabled system that allows you to intercept packages before they’re delivered even if they are out for delivery Delivery information available online within minutes of delivery We’ve been able to generate 75% less emissions by using the enhanced network — an equivalent of removing more than 17,500 passenger vehicles from the roads for one year. Henry Schein has the ability to track service levels to each delivery. We conduct carrier reviews monthly to track service level by state. Any state that performs under 99% is audited again to determine if corrective action is necessary.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	Henry Schein prices its products competitively and takes into consideration many factors in arriving at the proper pricing, terms and conditions for each of its customers, taking into account, among other factors, price, financing terms, shipping costs, insurance, regulatory fees, customer and market type, sales support spending, marketing materials, national and cooperative advertising spending, end-user incentives, rebates and technical support. Given all of these variable factors as well as Henry Schein's size, its multiple independent divisions and product lines, as well as its diverse client base and markets in which it operates, we have found that it is not possible to conduct an accurate or comprehensive competitive comparison of our agreements from customer to customer."

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Henry Schein, Inc uses a proprietary process for planning, scheduling and coordinating the tasks associated with supporting the Sourcewell contract. This program utilizes a 3-check program through various Henry Schein Teams (Government>Contracts>Pricing) for strict guidelines on agency eligibility through a contract roster by address and qualified agency alignments. This program also uses this same technology to track said agencies for consistency in contract and pricing. This in turn allows for a trackable process for reporting as well as administrative fee tracking for our co-op partners. Henry Schein, Inc has a dedicated State and Local Government team who will review and manage the proposed contract on an ongoing basis. We would provide ongoing training to our internal teams to grow the Sourcewell/Henry Schein, Inc partnership. Our team will conduct quarterly business review with the Sourcewell team to review performance to the contract to include member-level detail when needed.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	A unique sales plan will be created for Sourcewell that will link all eligible pricing and discounts and will keep pricing consistent across all locations nationally. This unique sales plan will include all applicable Sourcewell members so that sales and administrative fee reporting can be ran and aggregated for the entire entity. Quarterly business reviews allow us to share what unique pressures are in the industry, evaluate customer behavior based on type and geographical location, buying habits, as well as educational opportunities. Quarterly Business Reviews include the following: -Price Activation Report by Site -Spend by Product Category -Contract Spend vs Non Contract Spend -Local Vendor Contract Opportunities -The previous quarter's purchase activities, in -aggregate and by location -Operational performance review (accuracy & fill rate measurements by "ship to" location) -Product utilization analysis (to identify potential savings opportunities) -Review of strategic goals -Overall accounts receivable performance
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Henry Schein will be offering a 1% administration fee on net purchases. Open to increasing fee to 2% once 12-month sales exceed \$10 million,

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Henry Schein, Inc offers the full scope of quality dental products, equipment, services, and solutions to enable practitioners to provide the best quality patient care. MERCHANDISE:

Our Major Product Categories include:

- Acrylics
- Alloys
- Anesthetics
- Burs
- CAD/CAM
- Cements
- Crowns & Bridge Products
- Disposable Products
- Endodontics
- Evacuation Products
- Finishing & Polishing
- Gloves
- Handpieces
- Hypodermic Supplies
- Impression Materials & Accessories
- Infection Control Products
- Instruments
- Laboratory Products
- Matrix Materials
- Pharmaceuticals & OTC
- Pins & Posts
- Preventative Products
- Restorative Materials
- Rubber Dam Products
- Surgical Supplies
- Waste Products
- Wound Care & Closure Products
- X-Ray Products

Our merchandise catalog can be found at this link:
<https://www.nxtbook.com/nxtbooks/henryschein/supplies20222023/index.php>

EQUIPMENT:

The equipment selections within Sourcewell members reflects a personal approach to digital diagnosis, patient education, and treatment, comfort, and ergonomics for your doctors and staff. The right equipment will provide an ideal experience for the clinical team, allowing them to deliver the best clinical care for your patients. Our Equipment Technology team can guide Sourcewell members on the design, placement, and specification requirements for:

- Chairs, lights and delivery units
- Digital diagnostic equipment
- Cabinetry
- Imaging solutions
- Mechanical utilities
- Medical Gas solutions

DIGITAL TECHNOLOGY:

Henry Schein offers expertise, service, and support for a broad range of leading digital technology solutions. Our team will identify tools ideally suited to your practice so that you can enhance the patient experience, deliver quality dentistry, and improve your efficiency and productivity. In addition to our major equipment categories mentioned above, our digital technology solutions include:

- Digital sensors, cameras, and caries detection
- Milling units
- 3D printers
- Orthodontic solutions
- Computer network solutions
- Digital Impression Scanners

Our equipment catalog can be found at this link:
https://www.nxtbook.com/nxtbooks/henryschein/equipment_20232024/

SERVICE:

Our Service offering includes:

- Pro-Repair (handpieces, instrument sharpening and small equipment)
- In-Office Equipment Repair
- Computer Hardware and Software Support

		Preventative Maintenance Please refer to our response to question #28 for our full service capabilities. We have uploaded the full Equipment, Products and Services offering to the Documents section of the proposal	
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see our response to Question #69	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Equipment, such as digital imaging, CAD/CAM, mechanical room, infection control, air management, delivery systems, cleaning and sterilization, tools, lasers, and furniture	☒ Yes ☐ No	Please see our response to Question #69.	*
72	Supplies, such as products, instruments, PPE, materials, medicaments, disinfectants, anesthetics, accessories, and kits	☒ Yes ☐ No	Please see our response to Question #69.	*
73	Technology, hardware, and software designed for and complementary to the solutions described in Line Items 71 - 72.	☒ Yes ☐ No	Please see our response to Question #69.	*
74	Training, consultation, technical support, installation, maintenance, repair, hazardous waste disposal, and services related to and complementary to the offering of the solutions in Line Items 71 - 73.	☒ Yes ☐ No	Please see our response to Question #69.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
75	Explain how your company can provide local technical services support for all agencies purchasing through the resulting contract(s).	Henry Schein, Inc provides reliable, on-site equipment and technical service from a name you can trust. Our manufacturer-trained technicians deliver personalized, local service and are familiar with all your dental equipment, technology, and special requirements. Our solutions include: -Manufacturer-authorized repairs and service -New equipment installation -Manufacturer-trained technicians -Preventive maintenance programs -Advanced mobile computer technology -Emergency rental equipment	*
76	If applicable, explain how you process free goods claims on behalf of your customers.	Free goods claims are handled through the manufacturer when offered.	
77	What percentage of your orders are shipped the same-day?	99.9% of all orders received are shipped from one of our distribution centers the same day they are received. 98% of our orders are delivered within one business day. The remaining 2% of our orders are delivered on the second business day. In an emergency, UPS guaranteed early next-day delivery is available for a nominal fee.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - PRICING ATTACHMENTS.zip - Sunday September 24, 2023 14:02:07
 - [Financial Strength and Stability](#) - 23KS6549_Annual Report_15 New Digitalfin2.pdf - Thursday September 21, 2023 12:18:04
 - [Marketing Plan/Samples](#) - SAMPLE Sourcewell ROE.pdf - Thursday September 21, 2023 11:36:08
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Dental Terms of Sale.aug16.21.pdf - Thursday September 21, 2023 11:40:01
 - [Standard Transaction Document Samples](#) - HSI Transaction documents.zip - Monday September 25, 2023 11:51:23
 - [Requested Exceptions](#) - LEGAL - Agreement and docs.zip - Sunday September 24, 2023 13:59:22
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jacob Knudsen, Government Account Specialist, Henry Schein, Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Dental_Equipment_Supplies_and_Related_Solutions_RFP 092623 Tue September 19 2023 02:46 PM	☒	2
Addendum_4_Dental_Equipment_Supplies_and_Related_Solutions_RFP 092623 Wed September 13 2023 03:51 PM	☒	2
Addendum_3_Dental_Equipment_Supplies_and_Related_Solutions_RFP 092623 Wed September 6 2023 04:33 PM	☒	1
Addendum_2_Dental_Equipment_Supplies_and_Related_Solutions_RFP 092623 Thu August 31 2023 08:24 AM	☒	1
Addendum_1_Dental_Equipment_Supplies_and_Related_Solutions_RFP 092623 Mon August 28 2023 04:16 PM	☒	1

**AMENDMENT #1
TO
SOURCEWELL CONTRACT #092623-HENRY**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Henry Schein, Inc.** (Supplier).

Sourcewell entered into a Contract with Supplier to provide Dental Equipment, Supplies, and Related Solutions, effective August 26, 2024, through November 6, 2027 (Contract).

Supplier has requested to modify the Contract.

NOW, THEREFORE, the parties amend the Contract as follows:

The first sentence of Article 8, REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT, B. ADMINISTRATIVE FEE of the Contract is deleted and replaced with the following:

In consideration for the support and services provided by Sourcewell, the Supplier will pay a 0.5% administrative fee to Sourcewell on Net Sales (as defined below) to Participating Entities.

Except as amended, the Contract remains in full force and effect.

Sou Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer
6/13/2025 | 2:56 PM CDT
Date: _____

Hen DocuSigned by:

By: 3B4F87143BC043F...
Andy Goldy, Vice President
6/26/2025 | 7:12 AM PDT
Date: _____